

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Grant Agreement</b>		<b>GRANT NUMBER (FAIN):</b> 96184701 <b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> EC	<b>DATE OF AWARD</b> 08/07/2014
			<b>TYPE OF ACTION</b> New	<b>MAILING DATE</b> 08/14/2014
			<b>PAYMENT METHOD:</b> ASAP	<b>ACH#</b> pend
			<b>RECIPIENT TYPE:</b> Not for Profit	
<b>RECIPIENT:</b> Montachusett Opportunity Council Inc 133 Prichard Street Fitchburg, MA 01420-7539 <b>EIN:</b> (b) (6)			<b>Send Payment Request to:</b> USEPA LVFC 4220 S. Maryland Pkwy Bldg C, Ste 503 Las Vegas, NV 89119 Tel: (702) 798-2406 Fax: (702) 798-2423 Email: LVFC-grants@epa.gov	
<b>PAYEE:</b> Montachusett Opportunity Council Inc 133 Prichard Street Fitchburg, MA 01420-7539				
<b>PROJECT MANAGER</b> Donna Wysokenski 133 Prichard Street Fitchburg, MA 01420-7539 <b>E-Mail:</b> (b) (6) <b>Phone:</b> (b) (6)		<b>EPA PROJECT OFFICER</b> Jeffrey Norcross 5 Post Office Square, Suite 100 Boston, MA 02109-3912 <b>E-Mail:</b> norcross.jeffrey@epamail.epa.gov <b>Phone:</b> 617-918-1839		<b>EPA GRANT SPECIALIST</b> Jean Crocker Grants Management Office, OARM 16-2 <b>E-Mail:</b> Crocker.Jean@epamail.epa.gov <b>Phone:</b> 617-918-1498
<b>PROJECT TITLE AND DESCRIPTION</b> Mitigate Impact of Stormwater on the Nashua River MOCI plans to work with residents, municipal officials and community organizations in Fitchburg, MA, to reduce stormwater pollution of the Nashua River. The applicant and its partners (the City of Fitchburg, the Nashua River Watershed Association, the Massachusetts Watershed Coalition and the Twin Cities Community Development Corporation) will address stormwater pollution of the Nashua River by: 1) educating residents and community leaders about the environmental and health impacts of stormwater pollution and actions that residents and community leaders can take to reduce stormwater pollution by hosting workshops, conducting community walk-throughs and training youth peer-leaders; 2) creating a green space on a vacant lot in the affected community that includes an outdoor "museum" showcasing green infrastructure methods that residents can replicate on their own property; 3) training residents, community organizations and municipal officials about stormwater water management through development of green infrastructure and 4) assessing the City of Fitchburg's systems and policies to see how green infrastructure and low impact development can be integrated into the City's planning and procedures and identify barriers that may exist.				
<b>BUDGET PERIOD</b> 08/15/2014 - 08/31/2016	<b>PROJECT PERIOD</b> 08/15/2014 - 08/31/2016	<b>TOTAL BUDGET PERIOD COST</b> \$120,000.00	<b>TOTAL PROJECT PERIOD COST</b> \$120,000.00	
<b>NOTICE OF AWARD</b>				
Based on your Application dated 02/14/2014 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$120,000. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$120,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.				
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>		
<b>ORGANIZATION / ADDRESS</b> EPA New England 5 Post Office Square, Suite 100 Boston, MA 02109-3912		<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 1 Office of Regional Administrator 5 Post Office Square, Suite 100 Boston, MA 02109-3912		
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>				
<b>Digital signature applied by EPA Award Official for Michael Kenyon - Director Office of Administration &amp; Resource Management</b> Fred Weeks - Award Official delegate				<b>DATE</b> 08/07/2014

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FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 120,000	\$ 120,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$	\$ 0
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 120,000	\$ 120,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.306 - Environmental Justice Collaborative Problem-Solving Grants Program	Clean Air Act: Sec. 103(b)(3)	40 CFR PART 30

[illegible]



## Budget Summary Page

<b>Table A - Object Class Category (Non-construction)</b>	<b>Total Approved Allowable Budget Period Cost</b>
<b>1. Personnel</b>	\$56,299
<b>2. Fringe Benefits</b>	\$14,603
<b>3. Travel</b>	\$961
<b>4. Equipment</b>	\$0
<b>5. Supplies</b>	\$11,400
<b>6. Contractual</b>	\$3,850
<b>7. Construction</b>	\$0
<b>8. Other</b>	\$20,995
<b>9. Total Direct Charges</b>	\$108,108
<b>10. Indirect Costs: % Base</b>	\$11,892
<b>11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)</b>	\$120,000
<b>12. Total Approved Assistance Amount</b>	\$120,000
<b>13. Program Income</b>	\$0
<b>14. Total EPA Amount Awarded This Action</b>	\$120,000
<b>15. Total EPA Amount Awarded To Date</b>	\$120,000

## **Administrative Conditions**

### **1. GENERAL TERMS AND CONDITIONS**

The recipient agrees to comply with the current EPA general terms and conditions available at: [http://www.epa.gov/ogd/tc\\_jan\\_2014.pdf](http://www.epa.gov/ogd/tc_jan_2014.pdf). These terms and conditions are in addition to the assurances and certifications made as part of the award and the terms, conditions or restrictions cited below.

The EPA repository for the general terms and conditions by year can be found at: <http://www.epa.gov/ogd/tc.htm>.

### **2. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES**

#### **GENERAL COMPLIANCE, 40 CFR, Part 33**

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

#### **FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D**

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements as described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

#### **Accepting the Fair Share Objectives/Goals of Another Recipient**

The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the **MA DEP** as follows:

MBE: 3.4% and WBE: 3.8%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as **MA DEP WHOSE GOAL IS BEING ADOPTED**.

#### **Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404**

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees

to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

#### **FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D**

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

#### **Negotiating Fair Share Objectives/Goals**

In accordance with 40 CFR, Part 33, Subpart D, established goals/objectives remain in effect for three fiscal years unless there are significant changes to the data supporting the fair share objectives. The recipient is required to follow requirements as outlined in 40 CFR Part 33, Subpart D when renegotiating the fair share objectives/goals.

#### **SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C**

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

### **MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E**

MBE/WBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:

- (a) there are any funds budgeted in the contractual, equipment or construction lines of the award;
- (b) \$3,000 or more is included for supplies; or
- (c) there are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as described in items (a) and (b).

This award meets one or more of the conditions as described above, therefore, the recipient agrees to complete and submit a “MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements” report (EPA Form 5700-52A) on an annual basis.

When completing the annual report, recipients are instructed to check the box titled “annual” in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the “last report” of the project in section 1B of the form. Annual reports are due by October 30<sup>th</sup> of each year. Final reports are due within 90 days after the end of the project period.

The reporting requirement is based on planned procurements. Recipients with funds budgeted for non-supply procurement and/or \$3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to Larry Wells, the DBE Coordinator and Jean Crocker the Grant Specialist. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program’s Home Page at [http://www.epa.gov/osbp/dbe\\_reporting.htm](http://www.epa.gov/osbp/dbe_reporting.htm)

This provision represents an approved deviation from the MBE/WBE reporting requirements as

described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D.

### **CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302**

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

### **BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)**

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

### **3. INTERIM FFR**

Pursuant to 40 CFR 31.41(b) and 31.50(b), EPA recipients shall submit a quarterly Federal Financial Report (SF-425) to EPA no later than 30 calendar days following the end of the reporting quarter and shall submit an annual Federal Financial Report (SF-425) to EPA no later than 90 calendar days following the end of the reporting quarter

The following reporting period end dates shall be used for interim reports: 3/31, 6/30, 9/30, or 12/31.

At the end of the project, the recipient must submit a final Federal Financial Report to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at <http://www.epa.gov/ocfo/finservices/forms.htm> . All FFRs must be submitted to the Las Vegas Finance Center: US EPA, LVFC, PO Box 98515, Las Vegas, NV 89193, or by Fax to: 702-798-2423.

The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

EPA may take enforcement actions in accordance with 40 CFR 31.43 if the recipient does not comply with this term and condition.

### **4. NONPROFIT GRANTEE TRAINING**

. Recipient acknowledges that two employees of this recipient organization must complete the mandatory on-line training, "EPA Grant Management Training for Non-Profit Applicants and Recipients." One person must be the project manager, or equivalent, for this assistance agreement. The other individual must be the person authorized to draw down funds for this assistance agreement. The training must be completed by both employees prior to the return of



the award document to EPA and the receipt of any grant funds. The course can be accessed at:

<http://www.epa.gov/ogd/>

At the end of the course the recipient must print out, sign and return the certificate of completion with the affirmation of acceptance to the appropriate grants office. The training certification will expire 3 years from the last training date. No funds will be released to the recipient by EPA until the required training is completed.

## **Programmatic Conditions**

### **Reporting Terms and Conditions**

**1. Semi-Annual Reports** – In accordance with EPA regulations (40 CFR 31.40 for State, local and tribal governments; 40 CFR 30.51 for other recipients), the recipient agrees to submit semi-annual (i.e. every six (6) months) progress reports to the EPA Project Officer within thirty (30) days after each reporting period. These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

In addition, the report shall include brief information on each of the following areas: 1) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement work plan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. It may be helpful to include best practices and/or lessons learned (e.g., tip sheets, “how-to” sheets) to date, and attachments and links for materials that may be helpful to other Environmental Justice Grants recipients or similar organizations (e.g., communication materials, outreach materials, web tools, etc).

The recipient agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.

**2. Final Reports** – In accordance with EPA regulations (40 CFR 31.40 for State, local and tribal governments; 40 CFR 30.51 for other recipients), the recipient agrees to submit to the EPA Project Officer within ninety (90) days after the expiration or termination of the approved project period a final report and at least one reproducible copy suitable for printing. The final report shall document project activities over the entire project period and shall include brief information on each of the following areas: 1) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement work plan; 2) reasons why anticipated

outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. This description may include overall best practices and/or lessons learned over the project performance period, and attachments and links for materials that may be helpful to other Environmental Grants recipients or similar organizations (e.g., tip sheets, “how-to” sheets, communication materials, outreach materials, web tools, etc). The recipient agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.

### **Quality Assurance**

In accordance with 40 CFR 30.54 and 31.45, the recipient must develop and implement quality assurance and quality control procedures, specifications and documentation that are sufficient to produce data of adequate quality to meet project objectives. The Quality Assurance Project Plan (QAPP) is the document that provides comprehensive details about the quality assurance/quality control requirements and technical activities that must be implemented to ensure that project objectives are met. The QAPP should be prepared in accordance with EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans. The QAPP must be submitted to the EPA Project Officer at least 60 days prior to the initiation of data collection or data compilation.

Prior to direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology, the QAPP must be completed and approved by the EPA Project Officer. When the recipient is delegating the responsibility for an environmental data collection or data compilation activity to another organization, the EPA Regional Quality Assurance Manager may allow the recipient to review and approve that organization's QAPP."

### **Substantial Involvement**

**1. Products** - The recipient agrees that any product (e.g., publication, outreach materials, training manuals) produced through this assistance agreement and made available for public view must be first reviewed by the EPA Project Officer for comment before release. The recipient shall make all final decisions on the product content.

**2. Monthly calls** - The recipient shall consult with the EPA Project Officer on a monthly basis in order to obtain input on program activities and products produces. However, the recipient should make all final decisions on project implementation and product content. Monthly conference call minutes will be prepared after each monthly call.

**3. Prior Approval** - Any changes to the project must be submitted to the EPA Project Officer for approval prior to implementation. Where required by EPA regulation 40 CFR 30.25, the EPA Project Officer will forward change requests to the EPA Award Official for approval prior to implementation.

### **Geospatial Data Standard**

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at [www.fgdc.gov](http://www.fgdc.gov).

**Procurement Terms and Conditions**

The recipient agrees to conduct all procurement actions under this assistance agreement in accordance with the procurement standards set forth in 40 CFR §§ 31.36 or 40 CFR §§ 30.40 to 30.48, whichever is applicable. No assistance agreement funds shall be used to reimburse the Federal share of any procurement action found to be in noncompliance with the procurement standards. Any costs incurred by the recipient under contracts and/or small purchases that EPA determines to be in noncompliance with EPA procurement standards shall be unallowable for Federal reimbursement.